



Felicia Filer <felicia.filer@lacity.org>

Re: Template- Budget/Timeline

4 messages

Yami Duarte <yami.duarte@lacity.org>

Mon, Mar 12, 2018 at 3:40 PM

To: "Avenue 50 Studio, Inc." <avenue50studio@gmail.com>

Cc: Kathy Gallegos <ave50studio@sbcglobal.net>, [REDACTED] Felicia Filer <felicia.filer@lacity.org>

Dear Kathy,

Congratulations! Your contract with the City has been executed (attached). In order to process the first check of \$4,500 and issue a Notice to Proceed with production, we will need:

1. Final proposal: Line-item budget, timeline, project narrative describing the scope of work for each mural. Each proposal should convey how the \$5,000 for Quetzalcoatl and \$10,000 for the Southwest Museum Mural will be allocated. Since the contract is only funding a portion of the project, please describe and illustrate with images what section of the mural will be repaired with the funds. For example, if the funding only covers one-third of the Southwest Museum project, please demarcate one-third of the photograph or sketch.

2. Original Art Mural (OAM) application for the new Southwest Museum Mural - Please see attached application with comments, portions filled out and highlighted for your attention. Since the mural is located on an HCM and listed in the National Register and part of a Historic Preservation Overlay Zone (HPOZ) we will need to get the projects on the Cultural Heritage Commission agenda for review. We will assist with this step once we receive the completed and signed application from you.

3. As part of the OAM application, Notarized Covenant for the new Southwest Museum Mural - A covenant with DCA wet-signature has been mailed to you with instructions.

4. Executed Agreement between Avenue 50 Studio and Artists (or fabricators).

5. Signed Invoice- Please see attached. Please anticipate the processing time to take a few weeks.

6. Insurance- Please have your broker update the insurance on the Track4LA website, as your current certificate expires next month 4/30/18.

Please let me know if you have any questions. A hard copy of all the Executed Contract, OAM application, Covenant and Invoice has been mailed to you.

Thank you,

Yami

On Wed, Jan 24, 2018 at 5:37 PM, Yami Duarte <yami.duarte@lacity.org> wrote:

Hello Kathy,

Thanks for asking to clarify. We would like to work with you to build out your proposal now while the contract is being drafted and executed, which can take several weeks. That way, when the contract is executed, we will have a *final* proposal ready to be included with the first milestone deliverables:

- Final proposal: budget, timeline, project narrative for each mural (\$5,000 for Quetzalcoatl and \$10,000 for the Southwest Museum Mural)
- Original Art Mural application for the new Southwest Museum Mural and notarized Covenant
- Agreement between your organization and Artists (or fabricators)
- Proof of Insurance

We want to assist you by taking each item step by step as the process can get overwhelming. We are making the final edits on the contract. You can expect it by the end of the day tomorrow.

Thank you,

Yami

On Fri, Jan 19, 2018 at 2:34 PM, Avenue 50 Studio, Inc. <avenue50studio@gmail.com> wrote:
Are these the next steps:

1. Contract delivered to Avenue 50 to sign off for two mural projects; then
2. Budget/timeline required by artists before they get the first check

Kathy

On Friday, January 19, 2018, Yami Duarte <yami.duarte@lacity.org> wrote:
Dear Kathy,

The first milestone payment requires the budget and timeline as a deliverable.

-Yami

On Thu, Jan 18, 2018 at 8:55 PM, Kathy Gallegos <ave50studio@sbcglobal.net> wrote:
Yami, do we need to fill out this template before the money can be received, or will we be able to get the money to start the projects before this template is filled?

Thanks,

Kathy

Avenue 50 Studio
www.avenue50studio.org

On Jan 18, 2018, at 2:14 PM, Yami Duarte <yami.duarte@lacity.org> wrote:

Dear Kathy,

Attached is a template that may help you and the artists build out the budgets and timelines for the murals.

Please let me know if you have any questions.

Thank you,

Yami

Yami M. Duarte | Arts Associate
City of Los Angeles | Murals Program
yami.duarte@lacity.org | 213 202-5541

Department of Cultural Affairs | Public Art Division
201 North Figueroa Street | Suite 1400
Los Angeles, California 90012

www.culturela.org
twitter.com/culture_la
instagram.com/culture_la
www.facebook.com/culturela

 FMS_PSA_exec_pkg_AVE50.pdf
1932K

https://mail.google.com/mail/u/0/?ik=0c954e6ff0;ascent@ccrsh-all@gmail.com?ui=thread_40/2A4E0A772A44C270660309&siml=msg_40/2A4E0A772A44C2



Yami Duarte <yami.duarte@lacity.org>
To: "Avenue 50 Studio, Inc." <avenue50studio@gmail.com>
Cc: Felicia Filer <felicia.filer@lacity.org>

Thu, May 17, 2018 at 3:18 PM

Hello Kathy,

Wanted to reconnect on the progress made so far, and remind you of the remaining items needed to issue a Notice to Proceed.

The Autry completed the covenant steps for the Southwest Museum project, and we now have the County certified covenant.

As mentioned previously, please address:

Please let us know when we can expect to receive the Final Proposal: Line-item budget, timeline, project narrative describing the scope of work for each mural. Each proposal should convey how the \$5,000 for Quetzalcoatl and \$10,000 for the Southwest Museum Mural will be allocated. Since the contract is only funding a portion of the project, please describe and illustrate with images what section of the mural will be repaired with the funds. For example, if the funding only covers one-third of the Southwest Museum project, please demarcate one-third of the photograph or sketch. **-AND-Executed Agreement** between Avenue 50 Studio and Artists (or fabricators).

I understand from our last phone conversation that you would be meeting with both groups to solidify the proposals. Please keep us updated on your progress.

Thank you,

Yami

On Tue, Apr 24, 2018 at 4:48 PM, Yami Duarte <yami.duarte@lacity.org> wrote:

I understand. Between 11a-4p I can take a call.

On Tue, Apr 24, 2018 at 4:46 PM, Avenue 50 Studio, Inc. <avenue50studio@gmail.com> wrote:

Yami: I will call you tomorrow. Had to wait for a meeting regarding the Southwest Museum mural.

Any time in particular I can call?

kathy

Kathleen Gallegos
Avenue 50 Studio, Inc.
131 No. Avenue 50
Los Angeles, CA 90042
323/258-1435
www.avenue50studio.org

On Tue, Apr 24, 2018 at 4:30 PM, Yami Duarte <yami.duarte@lacity.org> wrote:

Hello Kathy,

Hope you are well. Just left a voicemail for you.

Please let me know if you have any questions on my below email.

Thanks,

Yami

----- Forwarded message -----

From: **Yami Duarte** <yami.duarte@lacity.org>
Date: Mon, Apr 16, 2018 at 2:18 PM
Subject: Re: Template- Budget/Timeline
To: "Avenue 50 Studio, Inc." <avenue50studio@gmail.com>

Hello Kathy,

Wanted to recap the progress we have made and next steps.

Original Art Mural Application: Planing staff approved the application in lieu of presenting to the Cultural Heritage Commission. The covenant has been notarized, and next step is to record covenant with the County and send certified copy to us. Jennifer Devereaux of the Autry Museum is working with us to complete that step.

Please let us know when we can expect to receive the Final Proposal: Line-item budget, timeline, project narrative describing the scope of work for each mural. Each proposal should convey how the \$5,000 for Quetzalcoatl and \$10,000 for the Southwest Museum Mural will be allocated. Since the contract is only funding a portion of the project, please describe and illustrate with images what section of the mural will be repaired with the funds. For example, if the funding only covers one-third of the Southwest Museum project, please demarcate one-third of the photograph or sketch. **-AND-Executed Agreement** between Avenue 50 Studio and Artists (or fabricators).

Please let me know if you have any questions.

Thank you,

Yami

On Mon, Mar 12, 2018 at 6:56 PM, Avenue 50 Studio, Inc. <avenue50studio@gmail.com> wrote:

Thank you Yami. I will start working on this during the week. I have a meeting with the SWM Mural team and the QMP team this week.

Perfect timing.

My best,

Kathy

Kathleen Gallegos
Avenue 50 Studio, Inc.
131 No. Avenue 50
Los Angeles, CA 90042
323/258-1435
www.avenue50studio.org

[Quoted text hidden]

Yami M. Duarte | Project Manager
City of Los Angeles | Murals Program
yami.duarte@lacity.org | 213 202-5541

Department of Cultural Affairs | Public Art Division
201 North Figueroa Street | Suite 1400
Los Angeles, California 90012

www.culturela.org

**OFFICE**

APPLICATION

DATE _____

NUMBER _____

PROCEED DATE _____

EXPIRATION DATE _____

COVENANT EXPIRATION DATE _____

OAM # _____

ORIGINAL

ART MURAL APPLICATION

Registration Fee (per LAAC 22.116): A \$60 non-refundable application fee based on the estimated administrative cost for registration program implementation pursuant to LAAC Section 22.116. Check or money order made payable to the City of Los Angeles Department of Cultural Affairs.

CONTACT INFORMATION

Applicant

(Organization or Individual):

Artist(s)**Property Owner**

First Name: _____

Last Name: _____

Phone: _____

Email: _____

Address: _____

First Name: _____

Last Name: _____

Phone: _____

Email: _____

Address: _____

First Name: _____

Last Name: _____

Phone: _____

Email: _____

Address: _____

Preferred Method of Contact: _____

Preferred Method of Contact: _____

Preferred Method of Contact: _____

MURAL INFORMATION

Location: (i.e. "Bob's Bakery") _____

Mural Title: _____

Media:Paint ☒ Tile* ☐ Digital** ☐Other ☐ If "Other" describe: _____

Project Address: _____

Square Footage: _____

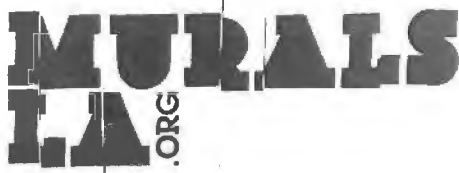
Council District: _____

Project Budget: _____

Mural Description: _____

*If "Tile" contact L.A. Department of Building and Safety for an Alteration Permit.

**If "Digital" refer to the Supplemental Digital Application criteria. Digitally printed image murals require approval from both the Los Angeles Fire Department and the Department of Building and Safety.



TIME, PLACE AND MANNER REGULATIONS

Other City Departments

Yes No

1. Will the mural require hardware to be affixed to the wall?
If yes, refer to the **Department of Building and Safety** for approval. ☐ ☒
2. Will the mural be fabricated with a potentially flammable substrate?
If yes, refer to the **Los Angeles Fire Department** for approval. ☐ ☒
3. Is the property located in a special zone, such as a Specific Plan or Community Design Overlay (CDO)?
If yes, refer to the **Department of City Planning's Plan Implementation Division** for review. ☒ ☐
4. Is the property a designated historic resource, such as Historic Preservation Overlay Zone (HPOZ), Historic-Cultural Monument (HCM), listed in the California Register of Historical Resources or National Register of Historic Places, or under a Mills Act Historical Property Contract?
If yes, refer to the **Department of City Planning's Office of Historic Resources** for review. ☒ ☐
5. Will the construction, fabrication and installation protrude into the public right of way?
If yes, refer to the **Department of Public Works** for approval. ☐ ☐

6. Will the mural...

Yes No

- a. Remain in place, without alterations, for a minimum period of two years? ☒ ☐
- b. Exceed the height of the structure to which it is tiled, painted, or affixed? ☐ ☒
- c. Extend more than 6 inches from the plane of the wall upon which it is tiled, painted, or affixed? ☐ ☒
- d. Exceed a height of 100 feet above grade? ☐ ☒
- e. Consist of or contain electrical or mechanical components, or changing images? ☐ ☒
- f. Be arranged and illuminated in a manner that will produce a light intensity of greater than three foot candles above ambient lighting, as measured at the property line of the nearest residentially zoned property? ☐ ☒
- g. Is the mural location a single family residence? If yes, only Council Districts 1,9,14 and 15 allow murals on single family residences. ☐ ☒
- h. Is the mural location on a lot with two or more residential units? ☐ ☒

NEIGHBORHOOD INVOLVEMENT

Have the following requirements been performed?

Yes No

1. Posted notice of meeting at the mural location 14 days prior to the meeting date. ☐ ☐
2. Mailed notice of the meeting to applicable **City Council District office, Neighborhood Council, and Business Improvement District** 14 days prior to the meeting date. ☐ ☐
3. Held a meeting to discuss the mural proposal with the local community near the proposed mural location during evening or weekend hours. ☒ ☐
4. List any additional correspondence: PROJECT WILL GO TO THE CULTURAL HERITAGE COMMISSION BECAUSE THE MURAL IS LOCATED ON AN HCM AND HPOZ.



ATTACHMENTS

Document Check List:

Listed below are additional materials required for a complete registration. Materials can be emailed to DCA.PublicArt@lacity.org, mailed or hand-delivered to the Department of Cultural Affairs, 201 N. Figueroa St., Suite 1400 Los Angeles, CA 90012.

1. PHOTOGRAPHS identify...

Yes No

- a. The area on the building façade on which the mural is to be located.
- b. The surrounding site of the mural's intended location.

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

2. FINAL RENDERING illustrates the proposed mural's...

- a. Dimensions including height, width, and depth.
- b. Height above grade (street level).
- c. Content and style to the greatest extent possible.

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

3. PARCEL PROFILE REPORT

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Instructions for locating parcel information on ZIMAS LA City Zoning online:

Step 1: Visit <http://zimas.lacity.org/>

Step 2: You will be prompted to list the street address number and street name of the proposed project property.

Step 3: Click "Go"

Step 4: Once the program has located the parcel of land, click "Reports" on the website's top menu bar and select "Parcel Profile Report."

Step 5: You will be prompted to select a "Report Style." Click the first option to locate the "Parcel Profile Report (official, no modifications)."

Step 6: The website should pull up a full listing of the property with all relevant information for the application including the census tract number and whether the property is included in any special zoning designations such as a "Historic Preservation Overlay Zone" (HPOZ).

4. PERMITS FROM OTHER CITY DEPARTMENTS (IF APPLICABLE)

Yes No N/A

- a. Building and Safety
- b. Fire Department
- c. City Planning
- d. Public Works

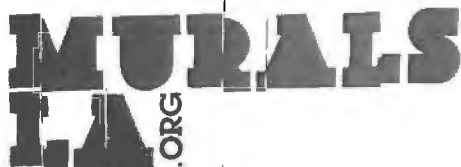
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. NEIGHBORHOOD INVOLVEMENT DOCUMENTATION

Yes No

- a. Copy of the meeting notice.
- b. Copy of sign-in sheet.
- c. Additional correspondence.

	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>



SIGNATURES

Applicant Certification:

I, as the Original Art Mural applicant, certify that the information and materials provided for the Original Art Murals application are correct and true to the best of my knowledge, and I have read, understand, and will abide by the Original Art Murals Administrative Rules.

(Specify relationship : i.e. artist, property owner, community organizer/funder)

Signature

Name (print)

Date

Property Owner Certification:

I certify that I am the owner of the project property. I further certify: that I have read, understand, and will abide by the Original Art Mural Administrative Rules; and, I give permission for the placement of the mural as presented in the application.

Signature

Name (print)

Date

Confirmation of Maintenance Responsibility:

I confirm that I have agreed to maintain the mural as required in the Original Art Mural Administrative Rules. I understand that the City requires an anti-graffiti coating be placed on the completed mural as a cost-effective manner to abate graffiti and vandalism.

(Specify relationship : i.e. artist, property owner, community organizer/funder)

Signature

Name (print)

Date



FINAL REGISTRATION MATERIALS

Document Checklist:

After mural fabrication and installation, registration is not complete until the below final submission materials are received and approved by the Department of Cultural Affairs. Materials can be emailed to DCA.PublicArt@lacity.org or sent to the Department of Cultural Affairs, 201 N. Figueroa St., Suite 1400 Los Angeles, CA 90012.

- ☐ 1. Send final photo of completed mural (.jpg 72 dpi, maximum 2 MB).
- ☐ 2. Provide anti-graffiti brand and product name used on the mural.
- ☐ 3. Complete covenant signed by property owner in the presence of a notary.
- ☐ 4. Send covenant to the Department of Cultural Affairs for signature.
- ☐ 5. Record the covenant with the **County of Los Angeles: Registrar-Recorder/County Clerk.**
- ☐ 6. Send certified covenant to the Department of Cultural Affairs.

COMPLETE REGISTRATION

OAM Registration Number: Once the final registration materials are received and approved, a Original Art Mural registration number will be assigned to the mural applicant.

90-Day Notice to Artist: Once registered and completed, any alteration to or removal of a registered mural must be done pursuant to LAAC 22.119 and the adopted Administrative Rules pursuant to Section VI Mural Removal and 90-Day Notice to Artist.



COVENANT

INSTRUCTIONS

STEP 1: Request from DCA a pre-signed wet signature covenant which DCA will mail to the applicant's address.

STEP 2: Complete the original covenant as indicated on the right. Property owner must sign in the presence of a notary.

STEP 3: Record original covenant with the County of Los Angeles: Registrar-Recorder/County Clerk and request a certified copy. Estimated cost is \$92.00.* For more information about Property Document Recording, please visit: www.lavote.net (800) 201-8999.

STEP 4: Mail or deliver certified covenant to the DCA, Public Art Division 201 N. Figueroa St. Suite 1400 Los Angeles, CA 90012.

*Includes SB 2 recording fee increase of \$75 effective January 1, 2018

Recorded at the request of and mail to:	
Name:	APPLICANT NAME
Address:	APPLICANT ADDRESS
SPACE ABOVE THIS LINE FOR RECORDER'S USE	
COVENANT AND AGREEMENT REGARDING MAINTENANCE OF BUILDING	
The undersigned hereby certify that we are the owners of the hereinafter legally described real property located in the City of Los Angeles, State of California.	
LEGAL DESCRIPTION: Improvements located at	MURAL LOCATION ADDRESS ON APPLICATION
as recorded in Book <u>N/A</u> Page <u>N/A</u>	Records of Los Angeles County, which property is located and known
as (ADDRESS):	MURAL LOCATION ADDRESS ON APPLICATION
And in consideration of the City of Los Angeles allowing:	
The creation of an original art mural as described in Municipal Code, Section 14.4.2	
on said property, we do hereby covenant and agree to and with said City to: Maintain mural as described in the	
mural registration application for a minimum of two (2) years from the recorded date of this Covenant and Agreement.	
This mural was completed in adherence to the requirements of the City of Los Angeles Administrative Code Section 22.119	
This Covenant and Agreement shall run all of the above described land and shall be binding upon ourselves, encumbrances, their successors, heirs or assignees and shall continue in effect until released by the authority of the Superintendent of Building of the City of Los Angeles upon submittal of request, applicable fees and evidence that this Covenant and Agreement is no longer required by law.	
SIGNATURES MUST BE NOTARIZED	Owner's Name (Please type or print) PROPERTY OWNER NAME
	Signature of Owners PROPERTY OWNER SIGNATURE (Sign)
	Two Officer's Signatures Required for Corporations (Sign)
Name of Corporation	DAY of MONTH 20 YEAR
dated this	
NOTARY SECTION	
ACKNOWLEDGEMENT	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
STATE OF CALIFORNIA, COUNTY OF _____	
On _____ before me, _____ personally appeared _____ (insert name and title of officer)	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
Signature _____ (Seal)	NOTARY STAMP
MUST BE APPROVED BY DEPT. OF CULTURAL AFFAIRS (DCA)	
Signature _____	DCA SIGNATURE

Recorded at the request of and mail to:

Name:

Address:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT REGARDING MAINTENANCE OF BUILDING

The undersigned hereby certify that we are the owners of the hereinafter legally described real property located in the City of Los Angeles, State of California.

LEGAL DESCRIPTION: Improvements located at _____

as recorded in Book _____ Page _____ Records of Los Angeles County, which property is located and known as **(ADDRESS):** _____

And in consideration of the City of Los Angeles allowing:

The creation of an original art mural as described in Municipal Code, Section 14.4.2

on said property, we do hereby covenant and agree to and with said City to: **Maintain mural as described in the mural registration application for a minimum of two (2) years from the recorded date of this Covenant and Agreement.**

This mural was completed in adherence to the requirements of the City of Los Angeles Administrative Code Section 22.119

This Covenant and Agreement shall run all of the above described land and shall be binding upon ourselves, encumbrances, their successors, heirs or assignees and shall continue in effect until released by the authority of the Superintendent of Building of the City of Los Angeles upon submittal of request, applicable fees and evidence that this Covenant and Agreement is no longer required by law.

SIGNATURES
MUST BE
NOTARIZED

Owner's Name (Please type or print) _____

Signature of Owners _____ (Sign)

Two Officer's Signatures Required for Corporations _____ (Sign)

Name of Corporation _____

dated this _____ of _____ 20 _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, COUNTY OF _____

On _____ before me, _____ personally appeared _____
(insert name and title of officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

MUST BE APPROVED BY DEPT. OF CULTURAL AFFAIRS (DCA):

Signature _____



ADMINISTRATIVE RULES

ORIGINAL ART MURAL ORDINANCE

SECTION I. AUTHORITY

Section 22.119 of the Los Angeles Administrative Code ("LAAC") authorizes and directs the Department of Cultural Affairs ("Department") to adopt Mural Ordinance Administrative Rules setting forth the substantive and procedural requirements for Original Art Mural ("mural") registration for new and Vintage Original Art murals.

SECTION II. MURAL REGISTRATION OVERVIEW

No person, firm, or corporation may commence a mural installation on a site without first registering the mural as an Original Art Mural with the Department. New murals not registered as an Original Art Mural as provided below, are considered signs and regulated by Article 4.4 of the Los Angeles Municipal Code.

Applications for Original Art Mural registration will be reviewed for compliance with the requirements of Municipal Code Section 14.4.20, Administrative Code Section 22.119, and these Administrative Rules. The mural application will be approved and the registration will be complete once the reviewer has ensured that all provisions have been met. The review is a non-discretionary administrative review. Decisions on the application are made by the Department and are final. Exceptions to the requirements of these rules are prohibited. Where the Department finds that a proposed mural does not comply with these Administrative Rules, it may deny the application.

Pursuant to LAAC Section 22.119, murals created prior to October 12, 2013, the date of adoption of Ordinance No. 182706, not registered with the Department of Cultural Affairs are not considered signs and therefore are not subject to the provisions of Article 4.4 of the Los Angeles Municipal Code, or any other ordinance that regulates signs. Vintage Original Art Mural registration is available from the Department of Cultural Affairs following the procedures in Section IV. B. below.

Applications for registration must be made in writing on forms furnished by the Department. The applicant may not commence with a new mural installation before the Department has issued a Notice to Proceed. A separate application is required for each mural on a site.

SECTION III. REQUIREMENTS AND REGULATIONS

A. NEIGHBORHOOD INVOLVEMENT FOR NEW ORIGINAL ART MURALS

The purpose of Original Art Murals include: public access to original works of art; community participation in the creation of original works of art; and community building through the presence of and identification with original works of art. In furtherance of these purposes, and pursuant to LAAC Section 22.119 B.3, the Neighborhood Involvement process provides a setting for a mural applicant and neighborhood residents to review a proposed mural in an informal manner, to enable community input into the process of the creation of the mural, and to allow neighborhood residents to share any concerns regarding the proposed mural with the mural applicant prior to commencing installation of the mural. The discussion at the meeting is advisory only and is not binding on the applicant.



ADMINISTRATIVE RULES

ORIGINAL ART MURAL ORDINANCE

SECTION III. REQUIREMENTS AND REGULATIONS

1. Mailed notice of the meeting. The applicant shall send a letter to the applicable City Council District office, Neighborhood Council, and Business Improvement District in which the proposed mural is to be located announcing the meeting not less than 14 calendar days prior to the meeting date. The letter must contain:

- a. Mural proposal description.
- b. Meeting location, date, and time.
- c. Copy of the site plan and building elevation or site photograph.
- d. Rendering showing the location and size of the proposed mural.

The mural registration application will not be processed until the applicant provides a copy of the letter with a Certificate of Mailing provided by the Post Office for the meeting announcement. It should be noted that the completion of the mural registration process can only occur 45 after the certificate of mailing date.

If the mural is placed on a lot with two or more residential units, the applicant shall send the letter, as described above, to the applicable City Council District office, Neighborhood Council, immediately adjoining neighbors and applicable Community Council, Homeowners Association, or Block Club.

2. Posted notice of the meeting. The applicant must post a notice of the meeting no less than 14 calendar days prior to the meeting date at the site of the proposed mural in a visible location on the street frontage of the proposed mural site but not blocking the public right-of-way. The posted notice shall contain:
 - a. Applicant's name.
 - b. Applicant's telephone number.
 - c. Meeting date, time and place.
 - d. Building elevation or photo of the building façade showing the mural design.
3. Open meeting. Prior to the fabrication and installation of the mural, the applicant shall schedule a meeting to discuss the mural proposal with interested persons at a location near where the mural is proposed. The meeting shall not be held in locations where any person attending the meetings would face discrimination on the basis of race, religion, color, sexual orientation, gender identity, age, disability, legal citizenship, national origin, income, or political affiliation. The meeting shall be held in a location accessible to people with disabilities, and the meeting shall be held during evening or weekend hours, but in no case between the hours of 10:00 pm and 7:00 am. The mural registration application will not be processed until the open meeting has been held.
4. Additional correspondence. The above notification process is mandatory. However, communication is not limited to only these channels. The applicant may elect to communicate further with the neighborhood and interested parties through a communication medium that is most convenient for all parties.



ADMINISTRATIVE RULES

ORIGINAL ART MURAL ORDINANCE

SECTION III. REQUIREMENTS AND REGULATIONS

B. ORIGINAL ART MURALS TIME, PLACE, AND MANNER REGULATIONS

1. Duration for new murals. The new mural shall remain in place without alteration for a period of two years, except in limited circumstances articulated in Administrative Code 22.119. The applicant shall certify in the registration application that the applicant agrees to maintain the mural in place for a period of at least two years without alteration.
2. Parameters. The following parameters are required for new Original Art Murals as indicated below per Administrative Code 22.119. The mural application, drawings, and descriptive narrative shall confirm the proposed mural meets the following standards:
 - a. New Original Art Murals shall remain in place, without alterations, for a minimum period of two years.
 - b. No part of the new mural shall exceed the height of the structure to which it is tiled, painted, or affixed.
 - c. No part of the new or Vintage Original Art Mural shall extend more than 6 inches from the plane of the wall upon which it is tiled, painted, or affixed.
 - d. No part of the new mural shall exceed a height of 100 feet above grade.
 - e. No new or Vintage Original Art Mural shall consist of or contain electrical or mechanical components, or changing images.
 - f. No part of the new mural shall be arranged and illuminated in a manner that will produce a light intensity of greater than three foot candles above ambient lighting, as measured at the property line of the nearest residentially zoned property.
 - g. Digitally printed image murals shall receive approval of both the Los Angeles Fire Department and the Department of Building and Safety.
 - h. No mural shall be placed on a lot that is improved with only one single-family residential structure and necessary structures excluding Council Districts 1, 9, 14 and 15.

C. OTHER CITY OF LOS ANGELES DEPARTMENTS

The Office of Building Safety maintains specific requirements regarding the use of certain materials, and may have fabrication requirements for any murals intended to project outward from a wall, or for murals created on a substrate material. The Original Art Mural Parameters do not exempt the project from these requirements and may require final approval by Building and Safety.

Similarly, the mural may be subject to additional requirements if it is located within a Historic Preservation Overlay Zone or a Special Design Overlay Zone and may require special approval from the Department of City Planning.

If during mural construction, fabrication and installation the activity protrudes into the public right-of-way, the project may be subject to approval by the Department of Public Works pursuant to section 91.3201.3 of the Municipal Code.

Detailed questions regarding these requirements can be directed to the appropriate department office, accessed through the city 3-1-1 call center (dial 311).



ADMINISTRATIVE RULES

ORIGINAL ART MURAL ORDINANCE

SECTION III. REQUIREMENTS AND REGULATIONS

D. HIERARCHY OF REGULATIONS

- a. Murals proposed on properties in legally adopted specific plans, supplemental use districts, and overlay districts shall meet any specific design requirements for Original Art Murals set forth in the ordinance(s) establishing the specific plan, supplemental use district, or overlay district.
- b. Murals proposed on properties in Historic Preservation Overlay Zones may be subject to review by the Department of City Planning's Office of Historic Resources.
- c. Murals proposed on properties listed in the National Register or California Register or properties determined eligible for listing in the National Register or California Register are subject to review by the Department of City Planning's Office of Historic Resources.

E. VIOLATIONS AND ENFORCEMENT

It is unlawful to violate any provision of LAAC Section 22.119, these Administrative Rules adopted by the Department of Cultural Affairs, or any representations made or conditions or criteria agreed to in an Original Art Mural or Vintage Original Art Mural registration application.

This applies to any applicant for an Original Art Mural or Vintage Original Art Mural registration, to the proprietor of a use or development on which a permitted Original Art Mural or Vintage Original Art Mural is located, or to the owner of the land on which the permitted Original Art Mural or Vintage Original Art Mural is located. For the ease of reference in this Article, all of these persons are referred to by the term "operator."

SECTION IV. PROCESS AND SUBMITTAL ITEMS

A. NEW ORIGINAL ART MURALS

One copy of each of the following are required to initiate the application process and begin initial review by the Department of Cultural Affairs:

1. Completed application. Original Art Mural Registration form, including all necessary attachments and signatures. The registration form will require the attachment of a "Parcel Profile Report" from zimas.lacity.org. Instructions on how to locate this report will be provided on the form. The Department of Cultural Affairs may refer applicants to the Department of City Planning for appropriate clearances for planning and zoning compliance or to the Department of Building and Safety for safety compliance for murals created on a substrate other than paint or tile applied directly to the wall.
2. Initial photographs. Phototographs showing both the façade to which the mural will be painted or affixed, as well as the surrounding site. The photos must include captions, or a legend to provide orientation to the photos. The photo showing the façade in which the mural will be placed must indicate the mural area and the height above grade for the highest point of the mural.



ADMINISTRATIVE RULES

ORIGINAL ART MURAL ORDINANCE

SECTION IV. PROCESS AND SUBMITTAL ITEMS

3. Final sketch. A drawing or rendering of the proposed mural showing the height, width, and depth of the project. This sketch should demonstrate the design and style of the proposed project to the greatest extent possible.
4. Written description. A description of the mural proposal and type of mural (painted, mosaic, etc.) and details showing how the mural will be applied to the wall surface.
5. Documentation. Documentation of the completion of the above Neighborhood Involvement, including:
 - a. Copy of each mailed notice with a Certificate of Mailing to the applicable City Council District Office, Neighborhood Council, and Business Improvement District offices.
 - b. Copy of posted notice with an indication of the posted locations and date of posting.
 - c. Copy of sign-in sheet for meeting attendees.
 - d. Copy of any other meeting announcement correspondence, email notices, etc. provided to the community (optional).
6. Registration fee. (per LAAC 22.116): A \$60 non-refundable application fee based on the estimated administrative cost for mural registration program implementation pursuant to LAAC Section 22.116. Check or money order made payable to the City of Los Angeles Department of Cultural Affairs.
7. Notice to proceed. After the Department of Cultural Affairs reviews the above to ensure the mural conforms to the Original Art Murals Parameters, the department will issue a Notice to Proceed. The applicant may then commence with the mural fabrication and installation. The Original Art Mural Application will expire 60 days from the date of issuance of the Notice to Proceed if the mural registration process is not completed.
8. Final registration materials. The following are to be submitted after the fabrication and installation of the Original Art Mural:
 - a. Final photograph of the Original Art Mural in jpg. format confirming that the completed artwork conforms to the Original Art Mural requirements, and is as presented in the application.
 - b. Anti-graffiti brand and product name used on the mural.
 - c. Confirmation of Covenant registration consisting of a Los Angeles County Recorder certified copy of the registered Covenant. The Covenant Agreement shall expire after two years.

Registration is not complete until the above submission materials are received and approved by the Department of Cultural Affairs. After the submission, review, and approval of the above items, the Department will issue a confirmation of the successful completion of the Original Art Mural registration. It should be noted that the completion of the mural registration process can only occur 45 days after the aforementioned Certificate of Mailing date.

The Original Art Mural Application is a binding contract between the applicant and the City. An application will not be accepted until it is complete, meaning that all elements of the application have been completed in full with appropriate signatures in all locations and all applicable fees have been paid. Applications will be registered after all applicable requirements have been met.



ADMINISTRATIVE RULES

ORIGINAL ART MURAL ORDINANCE

SECTION IV. PROCESS AND SUBMITTAL ITEMS

B. VINTAGE ORIGINAL ART MURALS

A separate application is required for each mural on a site. Application for registration must be made in writing on forms furnished by the Department. The application must contain the general information specified below. One copy of each of the following are required to initiate the application process and begin initial review by the Department of Cultural Affairs:

1. Completed Application. A "Vintage Original Art Mural" registration form, including all necessary signatures.
2. Photographs. Vintage mural photographs identifying:
 - a. Façade on which the mural is located from multiple angles.
 - b. Mural dimensions.
 - c. Height of the mural above grade.
 - d. Captions or a legend showing the directions from which the photographs were taken.
3. Historic documentation. Evidence of age, or date of mural completion before mural ordinance adoption date: October 12, 2013. Such documentation may include any of the following:
 - a. A newspaper or media clippings documenting the mural's creation (original or photocopy).
 - b. The mural's official documentation within an anthology, documentary or other publication.
 - c. Records or receipts of any contractual agreements between the artists and property owners.
 - d. Record with date of registration if the mural received an official copy-right pursuant to Visual Artist Rights Act.
 - e. A confirmation from a City or Public Agency that they have a record of the mural prior to the adoption of the Original Art Murals ordinance.
 - f. Other documentation acknowledged by the Department of Cultural Affairs.
4. Written description. A written description of the type of mural (painted, mosaic, etc.) and details showing how the mural is applied or affixed to the wall surface.
5. Contact information. The name(s) and contact information for all artists involved if available.

The Vintage Original Art Mural application is a binding contract between the applicant and the City. An application will not be accepted until it is complete, meaning that all elements of the application have been completed in full with appropriate signatures in all locations. Applications will be registered after all applicable requirements have been met.

SECTION V. MAINTENANCE

The applicant is responsible for ensuring that a mural is maintained in good condition and is repaired in the case of vandalism or accidental destruction. The party providing maintenance to the mural is required to apply anti-graffiti coating to the mural, and is encouraged to provide other measures that will discourage vandalism or facilitate easier and less costly repair of the mural in the future.



ADMINISTRATIVE RULES

ORIGINAL ART MURAL ORDINANCE

SECTION VI. MURAL REMOVAL AND 90-DAY ADVANCE NOTICE TO ARTISTS

A. PROCESS

1. Removal within two years. Registered Original Art Murals may be removed within the first two years of registration under limited circumstances per Administrative Code 22.119(d)(1)(i)-(iv). The applicant must notify the Department of Cultural Affairs with a letter stating their intent to remove the mural within the first two years including an explanation of the following circumstances necessitating the removal:
 - a. Condition or security of the mural cannot be guaranteed.
 - b. Mural requires excessive and unreasonable maintenance.
 - c. Mural is no longer suitable for the current site.
 - d. Artist provides a written request to remove the mural.
 - e. Significant adverse public reaction.
 - f. Mural is replaced with a more appropriate work by the same artist.
 - g. Mural has little or no aesthetic, historical or cultural value.

The Department of Cultural Affairs will confirm the removal conforms to the Administrative Code requirements and approve or deny the request accordingly. Removal of the mural shall be in accordance with any applicable federal and state laws and regulations pertaining to intellectual property right protections of copyrighted works of visual art. All Applicable 90-day advance notice to the artist requirements pursuant to the California Arts Preservation Act, section 987 of the California Civil Code; and the Visual Artist Rights Act, section 106a of the United States Code, are the responsibility of the property owner, not the city.

2. Removal after two years. Registered murals may be removed after the first two years of the date of completion. No letter of intent is necessary before removal of the mural. Removal of registered Original Art Murals and Vintage Original Art Murals shall be in accordance with any applicable federal and state laws and regulations pertaining to intellectual property rights protections of copyrighted works of visual art. All Applicable 90-day advance notice to the artist requirements pursuant to the California Arts Preservation Act, section 987 of the California Civil Code; and the Visual Artist Rights Act, section 106a of the United States Code, are the responsibility of the property owner, not the city.
3. Removal of materials. Any associated materials that were used to affix or secure the mural to the wall must be removed at the time of the removal of the mural, including, but not limited to, mounting hardware or brackets, caulk or grout, and adhesives or glues.

INVOICE 1 of 3

TO: CITY OF LOS ANGELES / DEPARTMENT OF CULTURAL AFFAIRS
201 NORTH FIGUEROA STREET, SUITE 1400 / LOS ANGELES, CALIFORNIA 90012

SUBMITTED BY:
AVENUE 50 STUDIO INC.
KATHY GALLEGOS

131 N. Avenue 50
Los Angeles, CA 90042
<avenue50studio@gmail.com>
(323) 258-1435

PLEASE REMIT PAYMENT IN THE AMOUNT OF: **\$4,500.00**

PER CITY OF LOS ANGELES CONTRACT NO.: **C# 130918**

FOR THE FOLLOWING SERVICES RENDERED:

CITY shall pay CONTRACTOR \$4,500 (30%) upon execution of this AGREEMENT and upon receipt of invoice(s) and first set of deliverables required by DEPARTMENT, which includes, but is not limited to, submission of the Final project narrative, renderings, budget, timeline, an Original Art Mural application, and Proof of Insurance, a copy of the executed agreement between the CONTRACTOR and ARTISTS, confirmation of Covenant registration consisting of a Los Angeles County Recorder certified copy of the registered Covenant and DEPARTMENT issuance of Notice to Proceed with installation of MURAL PROJECTS at PROJECT SITES as described in Article II, C, 2, a, b, c.

I, THE UNDERSIGNED, CERTIFY UNDER PENALTY OF PERJURY THAT THE SERVICES FOR WHICH PAYMENT IS HEREBY REQUESTED HAVE BEEN PERFORMED BY ME, OR THE ABOVE GROUP/ORGANIZATION I REPRESENT, IN FULL COMPLIANCE WITH THE REQUIREMENTS SPECIFIED IN THE AFE DOCUMENT OR IN THE PROVISIONS OF THE CONTRACT. I ALSO UNDERSTAND THAT THE CITY OF LOS ANGELES REQUIRES UP TO THIRTY (30) DAYS TO PROCESS THIS INVOICE AND REMIT PAYMENT.

[SIGNATURE, CONTRACTOR]

[DATE SIGNED]

FOR DCA USE ONLY: this Section below this line is to be completed by the authorized Department of Cultural Affairs representative overseeing the AFE or contract.

I CERTIFY THAT I RECEIVED THE SERVICES/DOCUMENTS
REQUIRED BY AFE OR CONTRACT, AND
I HEREBY APPROVE THIS INVOICE FOR PAYMENT.

[CONTRACT NO., IF APPLICABLE] _____

[AUTHORIZED DCA SIGNATURE] _____

[DATE SIGNED] _____

☐ RECEIPT VERIFICATION: I certify that the materials, supplies or services covered by this bill, in compliance with the contract terms, were received and/or

verified by me on: _____
[DATE]

☐ LIVING WAGE ORDINANCE: I certify that the Declaration of Compliance is on file, as applicable.

☐ INSURANCE VERIFICATION: I certify that evidence of approved insurance is on file in the City Attorney's Office, if applicable.

☐ EQUAL BENEFITS ORDINANCE: I certify that the Declaration of Compliance is on file.

[SIGNATURE] _____

[DATE SIGNED] _____

COPY

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 2/26/18

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): CULTURAL AFFAIRS

CONTACT PERSON: YAMI DUARTE PHONE: 213-202-5541

CONTRACT NO.: C-130918 COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____

DATE

APPROVED BY BPW: _____

DATE

NEW CONTRACT X
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: AVENUE 50 STUDIO INC.

TERM OF CONTRACT: 12/20/17 THROUGH: 12/19/18

TOTAL AMOUNT: \$15,000

PURPOSE OF CONTRACT:

PERSONAL SERVICES AGREEMENT TO REPAIR TWO MURALS LOCATED IN COUNCIL DISTRICT 1

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

120656



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guidance Insurance Agency 16746 A LAKESHORE DR LAKE ELSINORE CA 92530		CONTACT NAME: Cristal Orozco PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): [REDACTED] E-MAIL ADDRESS: [REDACTED]	
INSURED AVENUE 50 STUDIO INC 131 N. AVENUE 50 HIGHLAND PARK CA 90042		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	NPP1561128C	04/30/2017	04/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$ Abuse & Molestation Ag \$300,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THEATER NON PROFIT ORGANIZATION

CERTIFICATE HOLDER

City of Los Angeles and all of its Agencies, Boards and Departments
 200 North Main Street
 City Hall East, Suite 1240
 Los Angeles CA 90012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Cristal Orozco

PROFESSIONAL SERVICES AGREEMENT

Contractor: AVENUE 50 STUDIO INC.
131 N. Avenue 50
Los Angeles, CA 90042
<avenue50studio@gmail.com>
(323) 258-1435

Regarding: MURAL PROJECT FOR THE DEPARTMENT OF CULTURAL AFFAIRS

Said AGREEMENT Is Number C-130918

**PROFESSIONAL SERVICES AGREEMENT
MURAL PROJECT FOR THE DEPARTMENT OF CULTURAL AFFAIRS**

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Appendices

Appendix A - Standard Provisions for City Contracts (Rev. 10/17) [v.2]

Appendix C - Model Release Audio-Visual/Photographic Productions of City of Los Angeles (073005 Rev 3)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND AVENUE 50 STUDIO, INC.**

This AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter "CITY"), acting by and through the Department of Cultural Affairs (hereinafter "DEPARTMENT") and Avenue 50 Studio Inc. (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, CITY recognizes that its investment in the cultural fabric of its neighborhoods, through the support and/or funding wholly or in part of murals, has positioned Los Angeles as a mural capital of the world; and

WHEREAS, CITY has authorized funding for a Citywide Mural Program, pursuant to Council File No. 13-0600-S32, and authorized DEPARTMENT to oversee the production of new murals that re-engage communities, especially youth, and create new opportunities for muralists (hereinafter "MURALS PROGRAM"); and

WHEREAS, DEPARTMENT is collaborating with Council Offices to help advance district-specific mural priorities for each Council District, pursuant to the City's MURALS PROGRAM; and

WHEREAS, the First Council District identified the two murals in their district and CONTRACTOR has collaborated with the artists-of-record Anthony Ortega and Daniel Cervantes (hereinafter "ARTISTS") to repair the mural titled *Quetzalcoatl Mural* and restore the *Southwest Museum Mural*, respectively (hereinafter "MURAL PROJECTS"); and

WHEREAS, the property owners of 6037 N. Figueroa St. Los Angeles, CA 90042 and 234 Museum Drive Los Angeles, CA 90065 (hereinafter "PROJECT SITES") have given permission for MURAL PROJECTS to be on their property; and

WHEREAS, the services to be performed are of an expert and technical nature, and they are temporary and occasional in character.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I.
INTRODUCTION

A. PURPOSE OF THIS AGREEMENT

1. The purpose of the AGREEMENT is to provide the CONTRACTOR funding to create a MURAL PROJECTS at the PROJECT SITES as part of the MURALS PROGRAM.
2. DEPARTMENT and CONTRACTOR hereby agree that they each shall take all steps legally required of them and available to them to permit each of them to perform their respective obligations pursuant to this AGREEMENT in a timely manner.

B. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

1. The representatives of the respective parties authorized to administer this AGREEMENT, and to whom formal notices, demands, and communications shall be given are as follows:
 - a. The representative of DEPARTMENT shall be, unless otherwise stated in this AGREEMENT:

Department of Cultural Affairs, Public Art Division
Felicia Filer, Public Art Division Director
201 North Figueroa Street, Suite 1400
Los Angeles, California 90012
(213) 202-5544 felicia.filer@lacity.org

- b. The representative of CONTRACTOR shall be, unless otherwise stated in this AGREEMENT:

Avenue 50 Studio, Inc.
Kathy Gallegos
131 N. Avenue 50
Los Angeles, CA 90042
(323) 258-1435 <avenue50studio@gmail.com>

2. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
3. If the name of the person designated as the CONTRACTOR's representative (on EBO compliance form) to receive the notices, demands, or communications ceases to perform that role for CONTRACTOR, or if the address of such person is changed, written notice shall be given, in accordance with Article I, within five (5) working days of said change.
4. The relationship of the Parties under this AGREEMENT is and at all times shall remain solely that of independent contractors to each other. Neither CITY nor the CONTRACTOR undertakes nor assumes any responsibility or duty except as expressly provided herein. Except as specified in writing, no party shall have any authority to act as an agent for any other or to bind any other to any obligation.

ARTICLE II.

TERM AND SERVICES TO BE PROVIDED

A. TIME OF PERFORMANCE

The term of this AGREEMENT shall commence on January 25, 2018 and shall end on January 24, 2019, subject to the termination provisions herein. The MURAL PROJECTS may not begin until the CONTRACTOR has obtained and provided proof of insurance, and written approval from the property owner to paint MURAL PROJECTS at PROJECT SITES, to DEPARTMENT as required herein.

B. RATIFICATION

CONTRACTOR has, at CITY's request, begun performance of the services specified herein prior to the execution of this AGREEMENT. To the extent that such services were performed in accordance with the terms and conditions of this AGREEMENT, CITY hereby acknowledges the services previously performed by CONTRACTOR since January 25, 2018 and ratifies CONTRACTOR's performance of said services.

C. SERVICES TO BE PROVIDED AND SCOPE OF WORK

1. The purpose of CONTRACTOR's work under this AGREEMENT is to create a MURAL PROJECTS located at PROJECT SITES as part of the DEPARTMENT's MURALS PROGRAM.
2. CONTRACTOR shall:
 - a. Provide DEPARTMENT with a Final Proposal, including a project narrative, renderings, budget, and timeline for the MURAL PROJECTS including an Original Art Mural application for the *Southwest Museum Mural* which meets the requirements of the Los Angeles Municipal Code Section 14.4.20 for Original Art Murals and the Administrative Rules for Mural Registration with the DEPARTMENT. The CONTRACTOR must provide Proof of Insurance as required in the Standard Provisions for City Contracts (Rev. 10/17) [v.2], attached hereto and made a part hereof prior to the issuance of a NOTICE TO PROCEED.
 - b. Provide DEPARTMENT with confirmation of Covenant registration consisting of a Los Angeles County Recorder certified copy of the registered Covenant for the *Southwest Museum Mural*. The Covenant Agreement shall expire after two (2) years.
 - c. Provide DEPARTMENT with executed agreement between CONTRACTOR and ARTISTS.
 - d. CONTRACTOR may be required to attend regular status meetings with DEPARTMENT and provide written reports to DEPARTMENT, as requested by DEPARTMENT's representative.

- e. Submit documentation of amounts expended or invoiced for purchase of labor and/or materials receipts, including if applicable, sub-contractor invoices with supporting documentation.
- f. Provide DEPARTMENT with documentation of MURAL PROJECTS during production in the form of digital photographs in JPEG format.
- g. Obtain relevant City permits if required by CITY.
- h. Return grounds to original condition.
- i. Provide DEPARTMENT with final registration materials for the *Southwest Museum Mural* per the requirements of the Los Angeles Municipal Code Section 14.4.20 for Original Art Murals registration. The following are to be submitted after the fabrication and installation of the MURAL PROJECTS:
 - i. Documentation of the completed MURAL PROJECTS in the form of digital photographs in JPEG format on a CD.
 - ii. Final Maintenance Plans including the anti-graffiti brand and product name used on the mural.
- j. Ensure that ARTISTS for MURAL PROJECTS Grant CITY license/Obtain image releases for documentation of art/events for the CITY.
 - ii. The CONTRACTOR hereby grants and/or causes the respective copyright owners to grant to CITY, its agents, consultants and employees a perpetual, royalty-free, irrevocable license and right to use the Performance images or MURAL PROJECTS images.
 - iii. CONTRACTOR shall obtain image releases of all performers in the Performance/MURAL PROJECTS using the MODEL RELEASE AUDIO-VISUAL/PHOTOGRAPHIC PRODUCTIONS OF CITY OF LOS ANGELES attached as Appendix C.
- k. Execute and deliver to DEPARTMENT a Full Release of All Claims against CITY arising under or by virtue of this AGREEMENT.

D. DELIVERABLES, PAYMENT TERMS, METHOD OF PAYMENT AND INVOICING

1. Deliverables, Payment Terms, and Method of Payment

- a. CONTRACTOR shall provide the deliverables described in this Article. The CONTRACTOR must provide all deliverables to DEPARTMENT in both hard copy and editable electronic format.
- b. CONTRACTOR understands and agrees that it may not make any financial commitment on behalf of DEPARTMENT, incur any cost or expense on behalf of DEPARTMENT, or obligate DEPARTMENT to make payments for any costs or expenses, unless authorized in the approved work plans.
- c. DEPARTMENT shall pay CONTRACTOR the amount identified in this Article. DEPARTMENT shall pay CONTRACTOR pursuant to the terms of payment identified in this Article for complete and satisfactory performance of the terms of this AGREEMENT, inclusive of all expenses and costs.
- d. Upon completion of the following contract milestones related to MURAL PROJECTS, CONTRACTOR shall submit invoices and deliverables, including the Final project narrative, renderings, budget, timeline, an Original Art Mural application, Proof of Insurance, Final Maintenance Plan, Model Release Audio-Visual/Photographic Production of City of Los Angeles and Full Release of All Claims in electronic format and/or hard copies to DEPARTMENT. DEPARTMENT shall pay CONTRACTOR an amount not to exceed \$15,000 for complete and satisfactory performance of the terms of this AGREEMENT, inclusive of all expenses and costs, to be paid in the following manner:

- i. \$4,500 (30%) upon execution of this AGREEMENT and upon receipt of invoice(s) and first set of deliverables required by DEPARTMENT, which includes, but is not limited to, submission of the Final project narrative, renderings, budget, timeline, an Original Art Mural application, and Proof of Insurance, a copy of the executed agreement between the CONTRACTOR and ARTISTS, confirmation of Covenant registration consisting of a Los Angeles County Recorder certified copy of the registered Covenant and DEPARTMENT issuance of Notice to Proceed with installation of MURAL PROJECTS at PROJECT SITES as described in Article II, C, 2, a, b, c.
- ii. \$6,000 (40%) payable in up to two (2) individual payments, upon receipt of invoice(s) and approval of second set of deliverables required by DEPARTMENT, which includes, but is not limited to, CONTRACTOR's submission of documentation of amounts expended or invoiced for purchase of labor and/or materials receipts, including sub-contractor invoices with supporting documentation and documentation of MURAL PROJECTS during production in the form of digital photographs in JPEG format as described in Article II, C, 2, d, e, f.
- iii. \$4,500 (30%) upon receipt of invoice(s) and final set of deliverables required by DEPARTMENT, which includes, but is not limited to, the final materials for Original Art Mural registration, Maintenance Manuals and upon DEPARTMENT's issuance and receipt of Full Release of All Claims as described in Article II, C, 2, i, j, k.

2. Invoicing

- a. Invoices shall be submitted to:
 City of Los Angeles, Department of Cultural Affairs
 Felicia Filer, Public Art Division Director
 201 N. Figueroa Street, Suite 1400
 Los Angeles, CA 90012
 (213) 202-5544 <Felicia.filer@lacity.org>
- b. To ensure that services provided under professional services Agreements are measured against services as detailed in the AGREEMENT, the Controller of CITY has developed a policy requiring that specific supporting documentation be submitted with invoices.
- c. CONTRACTOR shall submit invoices that conform to CITY standards and include, at a minimum, the following information:
 - i. Name and address of CONTRACTOR.
 - ii. Name and address of City Department being billed.
 - iii. Date of invoice and date of activity.
 - iv. AGREEMENT number [or authority (purchase order) number].
 - v. Description or completed task/project and amount due for task/project.
 - vi. Original manufacturer's invoice for items where the cost is supported by the AGREEMENT.
 - vii. Remittance Address (if different from company address).
- d. All invoices shall be submitted on CONTRACTOR'S letterhead, contain CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of the CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the DEPARTMENT manager.
- e. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. DEPARTMENT will not compensate CONTRACTOR for costs incurred in invoice preparation. DEPARTMENT may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. DEPARTMENT

reserves the right to request additional supporting documentation to substantiate costs at any time.

f. Subcontractors' Requirements.

- i. Tasks that are completed by subcontractors shall be supported by subcontractor invoices with copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

- g. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or Department, and approve demands before they are drawn on the Treasury. Any incomplete invoices for payment or incomplete supporting documents may be returned to the CONTRACTOR with no action by the DEPARTMENT.

ARTICLE III. STANDARD PROVISIONS

A. **STANDARD PROVISIONS FOR CITY CONTRACTS**

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17) [v.2], attached hereto as Appendix A and made a part hereof.

B. **INSURANCE REQUIREMENTS**

During the term of an awarded AGREEMENT and without limiting CONTRACTOR indemnification of CITY, CONTRACTOR may be required to provide and maintain at its own expense General Liability/Special Event Liability insurance covering its own operations or event. General Liability coverage is required whenever CITY is at risk of third-party claims which may arise out of CONTRACTOR'S work, presence or special event. Such insurance shall conform to CITY requirements established by the Charter, ordinance or policy, and shall otherwise be in a form acceptable to the Office of the City Administrative Office, Risk Management.

ARTICLE IV. MISCELLANEOUS

A. **AMENDMENTS TO AGREEMENT**

Any changes in the terms of this AGREEMENT, including changes in the services to be performed by CONTRACTOR, extension of the term, and any increase or decrease in pricing, shall be incorporated into this AGREEMENT by a written amendment properly executed by both parties.

B. **TERMINATION OF AGREEMENT**

1. Termination for Convenience

- a. DEPARTMENT may terminate this AGREEMENT for at any time by giving fourteen (14) days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. DEPARTMENT shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect such termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this AGREEMENT.

2. Termination for Breach of Agreement

- a. If CONTRACTOR fails to perform any of the provisions of this AGREEMENT or so fails to make progress as to endanger timely performance of this AGREEMENT, DEPARTMENT may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to DEPARTMENT within the time permitted by CITY, then DEPARTMENT may terminate this AGREEMENT due to CONTRACTOR'S breach of this AGREEMENT.

- b. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then DEPARTMENT may immediately terminate this AGREEMENT.
- c. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates CITY's lobbying policies, then DEPARTMENT may immediately terminate this AGREEMENT.
- d. If, after notice of termination of this AGREEMENT under the provisions of this Article, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Article, or that the default was excusable under the terms of this AGREEMENT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the preceding section in this Article, titled "Termination for Convenience".
- e. The rights and remedies of CITY provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

C. CONFIDENTIALITY

All Documents and information provided to CONTRACTOR by DEPARTMENT are confidential. All Materials are to be considered confidential. CONTRACTOR agrees not to provide Documents or Materials, nor disclose their content or any information therein, either orally or in writing, to any other person or entity, except as authorized by DEPARTMENT or as required by law. CONTRACTOR shall immediately notify DEPARTMENT representative of any attempt by a third party to obtain access to documents or materials.

D. SURVIVORSHIP

The provisions of this section survive termination of this AGREEMENT.

E. AMBIGUITY

Any ambiguity in this AGREEMENT shall not be interpreted against any one party by virtue of that party being drafter of the AGREEMENT.

F. Entire AGREEMENT

- 1. This AGREEMENT shall be executed in three (3) duplicate originals, each of which is deemed to be an original. The AGREEMENT includes seven (7) pages and two (2) appendices, which constitute the entire understanding and agreement of the parties [Appendix A – Standard Provisions for City Contracts (Rev. 10/17) [v.2] and Appendix C– Model Release Audio-Visual/Photographic Productions of City of Los Angeles].
- 2. This AGREEMENT integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the services to be provided.
- 3. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this AGREEMENT.
- 4. In the event of any inconsistency between the provisions in the body of this AGREEMENT and the attachments, the provisions in the body of this AGREEMENT take precedence, followed by the Standard Provisions for City Contracts (Appendix A) (Rev. 10/17) [v.2].

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

AVENUE 50 STUDIO INC.

131 N. Avenue 50
Los Angeles, CA 90042

By 
DANIELLE BRAZELL
GENERAL MANAGER
DEPARTMENT OF CULTURAL AFFAIRS

By: 
KATHY GALLEGOS
DIRECTOR
AVENUE 50 STUDIO, INC.

Date 2/26/18

Date Feb 6, 2018

BY 
AVENUE 50 STUDIO, INC.
BOARD MEMBER, TITLE

Date Feb. 6, 2018

APPROVED AS TO FORM:

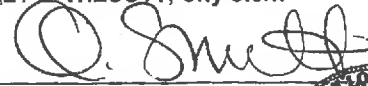
MICHAEL N. FEUER, City Attorney

By 
KIMBERLY MIERA
DEPUTY CITY ATTORNEY III

Date 3.2.18

ATTEST:

HOLLY L. WILCOTT, City Clerk

By 
DEPUTY CITY CLERK

Date 3.5.18



City Business License Number: 2010577-0001-2

AGREEMENT Number C-130918

Approved signature methods for corporations:

1. Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer, or

2. One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.



Felicia Filer <felicia.filer@lacity.org>

Re: Re-Submitting Quetzalcoatl Mural Project

Fri, Oct 13, 2017 at 12:53 PM

Yami Duarte <yami.duarte@lacity.org>

To: Conrado Terrazas <conrado.terrazas@lacity.org>

Cc: [REDACTED] Bill Cody <bill.cody@lacity.org>, Felicia Filer <felicia.filer@lacity.org>

Hello Conrado and Bill-

Please see attached guidelines and form for the Mural Fund. Please complete the form with information available at this early phase, and acquire signature at the bottom of the form. Please add the amount for the mural project at \$5,000.

Because the proposal states that imagery will be changed, we will be approaching the project as a new "Original Art Mural" which would require registration per the Mural Ordinance. We will reach out to Ave 50, the fiscal receiver stated in the proposal, to discuss the contract.

Thank you,

Yami

On Wed, Oct 11, 2017 at 6:31 PM, Conrado Terrazas <conrado.terrazas@lacity.org> wrote:

Hi Yami,

It was terrific seeing you as well. Yes. Bill is the lead on this mural. Please direct all Communications to him. Thank you.

Regards,

Conrado

On Oct 11, 2017 11:25 AM, "Tania Picasso" <tania.picasso@lacity.org> wrote:

Hi Conrado,

It was good seeing you last week.

The Quetzalcoatl Mural Project has resurfaced and Bill Cody from your office has inquired about allocating money from the Mural Fund towards this project. There is \$20K available and the request is to utilize \$5K. Please let us know if Bill is now the lead on this project or if our communication should go through you.

In any case, I have copied everyone involved thus far so that we are all on the same page in terms of initiating services.

My best,

On Mon, Jul 3, 2017 at 1:23 PM, Conrado Terrazas <conrado.terrazas@lacity.org> wrote:

Thank you!

On Jul 3, 2017 11:54 AM, "Tania Picasso" <tania.picasso@lacity.org> wrote:

Hi Conrado,

This is a one time allocation for the time being. The funds rollover to the following fiscal year if they are unspent.

[REDACTED]

On Mon, Jul 3, 2017 at 11:49 AM, Conrado Terrazas <conrado.terrazas@lacity.org> wrote:

Does the Council Office receive \$20,000 every budget year for murals, or is this is a one time allocation?